

RECORDATION NO. 13685-K FILE 136

RECORDATION NO. 13685-L FILE 136

DEC 1 - 1982 - 11 15 AM

Rec. Nos. 13685-K
13685-L

DEC 1 - 1982 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich,
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Washington, D. C.

Re: Southern Pacific 82-1

Dear Ms. Mergenovich:

Enclosed for recordation under Section 11303(a) of Title 49 of the U.S. Code are the original and two counterparts of each of Acceptance Supplement No. 8 dated December 1, 1982 and Acceptance Supplement No. 9 dated December 1, 1982 executed pursuant to an Equipment Lease Agreement dated as of March 1, 1982, as amended by the First Amendment dated as of November 5, 1982 (collectively the "Lease") each between Southern Pacific Transportation Company, as lessee, and MMB Partners, as lessor, which is the primary document for these Acceptance Supplements. These Acceptance Supplements are secondary documents; their primary document was filed on June 29, 1982 at 12:45 P.M. and assigned recordation no. 13685.

A general description of the railroad maintenance-of-way equipment covered by the enclosed documents and intended for use related to interstate commerce is set forth in Schedule A attached hereto and made a part hereof.

The names and addresses of the parties to these documents are as follows:

Lessor:	MMB Partners c/o Mitsui Manufacturers Bank 135 East Ninth Street Los Angeles, California 90015
Lessee:	Southern Pacific Transportation Company One Market Plaza San Francisco, California 94111

The undersigned is the Lessor mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original and one counterpart of each of these documents to Ms. Janice Wajda, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

RECEIVED
DEC 1 11 10 AM '82
I.C.C.
FEE OPERATION BR.

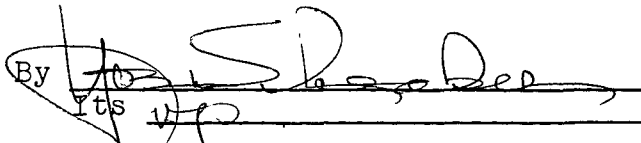
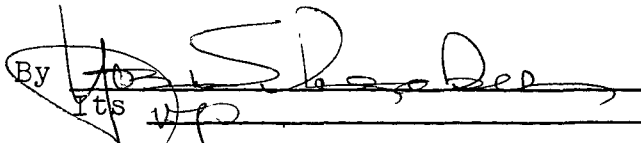
A short summary of the enclosed documents to appear in the Index follows:

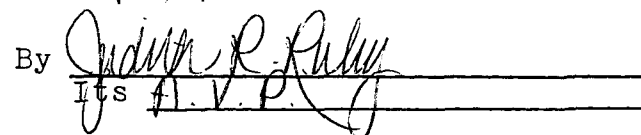
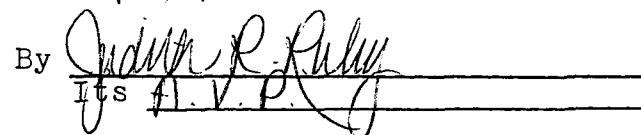
Acceptance Supplement No. 8 dated December 1, 1982 and Acceptance Supplement No. 9 dated December 1, 1982, both executed pursuant to the Equipment Lease Agreement dated as of March 1, 1982, as amended by the First Amendment dated as of November 5, 1982, each between MMB Partners, as Lessor, c/o Mitsui Manufacturers Bank, 135 East Ninth Street, Los Angeles, California 90015, and Southern Pacific Transportation Company, as Lessee, One Market Plaza, San Francisco, California 94111, covering railroad maintenance-of-way equipment.

Very truly yours,

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation

By Mitsui Manufacturers Bank,
Its Managing Partner

By  Its 

By  Its 

LESSOR

Rec. No. 13685-L

ACCEPTANCE SUPPLEMENT

RECORDATION NO. 13685-L FILED 1425

DEC 1 - 1982 - 11 12 AM

Supplement No. 9
Date December 1, 1982

INTERSTATE COMMERCE COMMISSION

THIS ACCEPTANCE SUPPLEMENT is executed pursuant to that certain Equipment Lease Agreement (Lease) dated as of March 1, 1982 between MMB Partners, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation, and Southern Pacific Transportation Company.

The terms used herein shall have the meaning given to such terms in the Lease.

Lessee hereby confirms that the Unit described on Schedule A hereto has been delivered as of this date and that the Term of the Lease with respect to such Unit shall be as provided in Schedule A and in the Lease and Schedule thereto.

Lessee confirms that, at the time of delivery set forth on Schedule A to this Acceptance Supplement, (a) such Unit has been examined by duly appointed and authorized representatives of Lessee; (b) such Unit was duly accepted by Lessee as a Unit for leasing under the Lease; (c) such Unit became subject to and governed by the terms of the Lease; and (d) Lessee became obligated to pay to Lessor the Quarterly Rent and all other amounts provided for in the Lease and the Schedule with respect to such Unit.

Lessee represents and warrants that the Unit covered hereby is new Section 38 property and was not placed in the service or otherwise used prior to delivery and acceptance of such Unit under the Lease.

Lessee further represents and warrants that (i) no default or event which, with the giving of notice or the lapse of time, or both, would become such a default under the Lease has occurred and is continuing; and (ii) the representations and

warranties of Lessee contained in the Lease and any agreement relating thereto are true and correct on and as of the date hereof.

MMB PARTNERS, a California general partnership acting pursuant to a Restated and Amended Partnership Agreement dated as of December 15, 1981 between Mitsui Manufacturers Bank and Steiner Financial Corporation
Mitsui Manufacturers Bank, Managing Partner

By [Signature]
Its [Signature]

By [Signature]
Its [Signature]

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By [Signature]
Its [Signature]

MGR. LEASING - COMPUTERS
& M OF W PRODUCTS

STATE OF)
)
COUNTY OF)

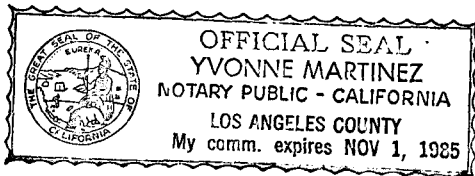
SS

On this 29th day of November, 1982, before me personally appeared Yoon In Ahn and Judith B. Ruben, to me personally known, who being by me duly sworn, says that they are the Vice President and Asst. V.P. respectively of Mitsui Manufacturers Bank, managing partner of MMB Partners, a California general partnership, that said instrument was signed on behalf of said general partnership by authority of its partners, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said general partnership.

Yvonne Martinez
Notary Public

[NOTARIAL SEAL]

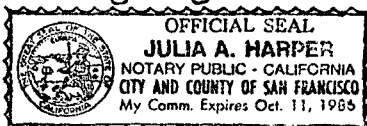
My commission expires:



STATE OF)
)
COUNTY OF)

SS

On this 24th day of November, 1982, before me personally appeared H. W. Meedon, to me personally known, who being by me duly sworn, says that he is the Manager of Leasing of SOUTHERN PACIFIC TRANSPORTATION COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Julia A. Harper
Notary Public

[NOTARIAL SEAL]

My commission expires: October 11, 1986

Commencement date January 1, 1983

Attachments to
Acceptance Supplement #9
Southern Pacific
Interim Funding
December 1, 1982

<u>Acceptance Supplement Unit No.</u>	<u>Equipment Description</u>	<u>Vendor</u>	<u>Equipment Cost</u>	<u>Rental Payment Quarterly</u>	<u>Term</u>	<u>Serial No.</u>	<u>Location</u>	<u>Invoiced For Sales Tax</u>	<u>Sales Tax Status</u>	<u>P.O. Number</u>
9/169	Whole Tie Remover	Kershaw	\$59,068.10	\$2773.13 ✓	6 Yrs	47-152	Oakland, CA	No	Exempt	0800-64-91313
9/170	Whole Tie Remover	Kershaw	\$59,068.10	\$2773.13 ✓	6 Yrs	47-153	Oakland, CA	No	Exempt	0800-64-91313
9/171	Ballest Regulator	Kershaw	\$61,725.30	\$2897.88 ✓	6 Yrs	26-1628	Houston, TX	No	Exempt	0800-64-90713
9/172	Ballest Regulator	Kershaw	\$61,725.30	\$2897.88 ✓	6 Yrs	26-1629	Houston, TX	No	Exempt	0800-64-04613
9/173	Yard Cleaner	Kershaw	\$197,033.20	\$9250.31 ✓	6 Yrs	29-179	Oakland, CA	No	Exempt	0800-64-91413
9/174	Tamper	Jackson Jordan	\$173,898.44	\$8164.18 ✓	6 Yrs	139273	Houston, TX	No	Exempt	0800-64-04813
9/175	Tamper	Jackson Jordan	\$177,808.56	\$8347.76 ✓	6 Yrs	139274	Oakland, CA	No	Exempt	0800-64-04813
		TOTAL	\$790,323.00	\$37,104.27						